

State of Connecticut  
State Board of Education on behalf of the  
Connecticut Technical Education and Career System  
39 Woodland Street  
Hartford, CT 06105

**Request for Proposal**

**SDE / CTECS - OUTSIDE LABOR COUNSEL  
RFP 20-0520-001**

**Due Date: Tuesday June 30, 2020, by 5:00 p.m. E.S.T.**

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**I. PURPOSE**

Connecticut’s State Board of Education, on behalf of the Connecticut Technical Education and Career System (“CTECS”), and through the Connecticut State Department of Education (“SDE” or “Department”) is seeking proposals for legal services to be provided in connection with certain labor relations matters. The Contractor shall work with CTECS’ Legal Director and the Director of Human Resources.

Although collective bargaining for the majority of State employees is conducted by the Office of Labor Relations in the State’s Office of Policy and Management (OPM), the Department handles negotiations, contract administration, grievance and arbitration for teachers and administrators independently of OPM. More specifically, the Department manages all aspects of labor relations with regard to the following professional unions:

- State Vocational Federation of Teachers, Local 4200A, American Federation of Teachers, AFL-CIO, (Connecticut Technical High Schools Teachers’ Unit), (SVFT)
- Local 61 American Federation of School Administrators, AFL-CIO, (Administrators of Connecticut Technical Education and Career Schools), (AFSA)

**II. BACKGROUND**

Pursuant to Connecticut General Statutes §10-95, the State Board of Education establishes and maintains a state-wide system of technical education and career schools known as the Connecticut Technical Education and Career System (CTECS). It is anticipated that on July 1, 2022, CTECS will separate from the State Department of Education and become an independent state agency. *See Public Act 17-237, as amended by Public Act 19-117.* The pertinent powers and duties of the Department are specified in Sections 4-5, 4-8, 10-4 and 10-95 of the Connecticut General Statutes.

CTECS employs approximately 1,200 teachers and 60 administrators in a statewide system of 17 degree-granting technical high schools, one technical education center and two aviation maintenance programs. CTECS’ schools serve over 11,000 full-time high school students with comprehensive education and training in 38 occupational areas. CTECS also serves part-time adult students in apprenticeship and other programs. The current collective bargaining agreements with both the SVFT and AFSA are due to expire in the summer of 2021.

**III. SERVICES REQUIRED**

1. The Contractor shall act as outside labor counsel to CTECS for an initial term of one (1) year. Any extensions will be by written amendment to the original agreement. Services shall include, but shall not necessarily be limited to:
  - a. Assist the Department with all phases of collective bargaining including preparation, gathering of pertinent information, development of proposals, training of the negotiation teams, development of coordinated bargaining strategies and representing the Department in all aspects of negotiations with both the teachers’ and administrators’ unions;

- b. Consult with and make recommendations to the Department on matters relating to collective bargaining issues generally and in relation to CTECS' anticipated separation into a separate state agency;
- c. Review, analyze, investigate and conduct research necessary to carry out services;
- d. Hire expert witnesses, consultants, mediators and investigators as may be reasonably and necessarily required and approved in advance by the Department;
- e. Negotiate and/or engage in mediation and/or arbitration, with the approval of the BOARD, with any and/or all parties necessary to carry out said Services;
- f. Provide all necessary paralegal and clerical support to carry out said Services;
- g. Perform all tasks for said Services under this Agreement in coordination with the BOARD; and
- h. Provide written monthly status reports in a format agreed to by the Department which shall include a summary and status of all matters and details of work completed with breakdown of billable hours by tenths of an hour.

**Important Note:** The Attorney General of the State of Connecticut and members of his staff are legal counsel for CTECS and provide all legal services, including representing the State in any legal proceedings before any State or Federal Court and before certain administrative agencies arising from labor relations and other activities. The services performed by the Contractor under this contract will not be duplicative of services provided by CTECS' Legal Department or the Office of Labor Relations or the Office of the Attorney General.

#### **IV. PROPOSAL FORMAT**

The proposal must conform to all instructions and conditions outlined in this RFP, including the following:

1. **Official Contact.** The Department has designated the individual below as the Official Contact for purposes of this RFP.

Name:	Kisha Richardson
Address:	CTECS, 39 Woodland Street, Hartford, CT 06105
Phone:	860-807-2148
E-Mail:	Kisha.Richardson@ct.gov

2. **RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations: DAS contracting portal and the Department's RFP Web Page located at: <https://portal.ct.gov/SDE/RFP/Request-for-Proposals/2020-RFPs>
3. **Inquiry Procedures.** All questions and requests for clarification must be in writing via e-mail and submitted no later than June 12, 2020, 5:00 P.M. E.S.T. to Kisha Richardson at Kisha.Richardson@ct.gov with the subject line "RFP – SDE/CTECS Outside Labor Counsel Question." All questions will be answered as an addendum to this RFP only. No verbal questions will be accepted or answered. Questions, with answers, will be posted on the Department and CTECS websites on or before June 16, 2020. It is the responsibility of the proposers to visit the website to retrieve the questions and answers. Proposers should visit this website frequently prior to the due date for possible addenda in addition to questions and answers.
4. **Proposal Due Date and Time.** The Official Contact is the only authorized recipient of proposals submitted in response to this RFP. The proposal must be submitted in a sealed envelope or package,

labeled as follows: "RFP – SDE/CTECS Outside Labor Counsel, Connecticut Technical Education and Career System, 39 Woodland Street, Hartford, CT 06105."

Proposals must be received by the Official Contact on or before the due date and time:

- **Due Date:** June 30, 2020
- **Time:** 5:00 p.m. EST

Late, e-mailed or faxed proposals are not acceptable and may be rejected. The Department is not responsible for delivery delays or errors by any type of delivery carrier. Proposals will not be publicly opened on the due date.

An acceptable submission must include the following:

- One (1) original proposal;
- Four (4) copies of the original proposal; and
- One (1) electronic copy of the original proposal.

5. **Minimum Qualifications of Proposers.** To qualify for a contract award, a proposer must have the following minimum qualifications:

Considerable experience as labor counsel representing management in negotiations with public sector labor unions, preferably with professional unions of Connecticut boards of education (K-12) and/or Connecticut state agencies.

6. **Proposer information.** The proposal must be signed by an authorized official, and must provide the following information about the proposer:

- a. Firm name and location of the office that will be serving the Department;
- b. Name, title, telephone number, and e-mail address of the primary contact person;
- c. Number of years the firm has been in business under this name;
- d. Name of the parent company, if the firm is a subsidiary of another corporation;
- e. Financial rating of the firm, or other indicator of financial strength and stability;
- f. A description of the firm's labor and employment services;
- g. Per hour pricing for all applicable classifications: partner, manager, senior associate, associate, professional staff, paralegal, blended firm rate and any other associated costs. **Note:** The Department is exempt from payment of excise, transportation, and sales taxes imposed by the federal government and/or the state. Such taxes must not be included in the costs;
- h. Details of anticipated or approximated costs for services;
- i. A statement of any potential conflicts with the State of Connecticut. **Note:** Proposer will not be considered to have an irreconcilable conflict of interest because the firm or attorneys associated with the firm have in the past brought or are currently bringing litigation against the State of Connecticut so long as that litigation does not concern the firm's involvement in matters related to and adverse to the State related to any of the described services sought in this RFP;
- j. If you find any term or provision of the proposed draft contract in Attachment F unacceptable, please identify the provision, explain why it is unacceptable, and state whether failure to modify this provision would result in your firm's refusal to execute a contract in this matter.

7. **Proposer experience.** The proposal must include the following information about the firm's experience and personnel who will be serving as labor counsel to the Department:
  - a. Name of attorney who will be primary contact with Department;
  - b. Attorney resumes and/or qualifications and staffing plan;
  - c. A description of the attorney's/firm's experience in the area of labor relations;
  - d. A description of the attorney's/firm's experience as labor counsel to educational entities;
  - e. A description of the attorney's/firm's experience with trade or technical schools;
  - f. A description of the attorney's/firm's experience as labor counsel to State of Connecticut agencies;
  - g. A description of the attorney's/firm's experience as counsel to a State of Connecticut agency;
  - h. List of a minimum of three references from clients for whom you have served as labor counsel. References must include contact names, titles, telephone numbers and the dates of service. References from boards of education and State of Connecticut agencies are preferred.
  
8. **Attachments.** The proposal package must include:
  - a. Fully completed Contract Proposal form (Attachment A);
  - b. Fully completed OPM Ethics forms 1 and 5 (Attachments B and C);
  - c. Fully completed Nondiscrimination Certification > \$50,000, Form C (Attachment D);
  - d. Fully completed SEEC Form 10 (Attachment E).
  
9. **Validation.** The proposal must include a certification that the bid will remain valid for a period of **120 days** from the due date of the bid. The proposal must be signed by an authorized official and shall be a binding commitment that the Department may incorporate, in whole or in part, by reference or otherwise, into the contract. The proposal must include evidence that the person submitting the proposal has the requisite authority to submit the proposal and subsequently enter into and execute the contract.

## **V. EVALUATION OF PROPOSALS**

1. **Evaluation Process.** It is the intent of the Department to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP.
  
2. **Screening Committee.** The Department will designate a Screening Committee to evaluate proposals submitted in response to this RFP. The contents of all submitted proposals, including any confidential information, will be shared with the Screening Committee. Proposals that fail to comply with all instructions may be rejected without further consideration. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Screening Committee may result in disqualification of the proposer.
  
3. **Minimum Submission Requirements.** All proposals must comply with the requirements specified in this RFP. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; and (3) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements may be deemed ineligible for further review. The Department reserves the right to accept or reject any proposal that deviates significantly from the requirements of this RFP.

4. **Interviews.** At its discretion, the Department may interview proposers in order to gain additional understanding of the proposals. If the Department determines that interviews are warranted, it will contact proposers to make an appointment. Interviews may be in-person or via video-conference at the discretion of the Department. The Department may at its option, elect to “short-list” the number of proposers brought in for interviews based on the evaluation criteria included in this RFP. Please note that any costs incurred to meet the requirements of this RFP are to be borne by the proposer.
  
5. **Evaluation Criteria.** Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Screening Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The criteria are weighted according to their relative importance. The weights are confidential.
  - Depth and quality of experience negotiating successor collective bargaining agreements for teachers and administrators in the State of Connecticut;
  - Depth and quality of experience in providing general legal advice on school law matters, particularly as it relates to labor relations;
  - Reasonableness of rates proposed, and demonstrated efficiency in providing sound advice and counsel without unnecessary or excessive charges;
  - Anticipated / approximated cost of services;
  - Qualifications of personnel, including the experience and availability of the lead attorney(s) and the breadth and depth of experience of other partners, associates and other professionals available to provide the requested services;
  - Staffing plan;
  - Results of reference checks;
  - Demonstrated commitment to affirmative action, workplace diversity and equal opportunity for employees;
  - Record of compliance with all applicable ethical rules and rules of professional conduct;
  - Results of interviews, if any.
  
6. **Proposer Selection.** Upon completing its evaluation of proposals, the Screening Committee will submit the rankings of all proposals to the Department head. The final selection of a successful proposer is at the discretion of the Department head. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Department’s discretion, of the outcome of the evaluation and proposer selection process.
  
7. **Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Department’s contracting procedures and approval by the Office of the Attorney General. Proposals that are chosen for an award resulting from this RFP must be willing to enter into a professional services agreement with the Department under the terms and conditions appearing in Attachment F, without exception, as well as any modifications and additions the Department determines necessary prior to execution of the contract.

**VI. TIMELINE**

The proposal process will be governed by the following timelines:

- Deadline for Questions: June 12, 2020, 5:00 p.m.
- Answers Released on or before: June 16, 2020
- **Proposals Due: June 30, 2020, 5:00 p.m.**

- Bid opening July 1, 2020, 10:00 a.m.
- Interviews, if any: July 2020
- Proposer Selection: July 2020
- Start of Contract: August 2020

Dates after the due date for proposals (“Proposals Due”) are target dates only. The Department may amend the schedule, as needed. Any change will be made by means of an amendment to this RFP and will be posted on the Department’s RFP Web Page and State Contracting Portal.

## **VII. CONDITIONS**

1. This RFP is not a contract and, alone, shall not be interpreted as such. This RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a firm is selected, the selected proposal and this RFP may serve as the basis for the contract that will be negotiated and executed between the Department and the selected firm. If the Department and the selected firm fail to reach agreement on all issues relative to the contract within a time determined solely by the Department, then the Department may commence and conclude contract negotiations with other proposers.
2. Any contract awarded as a result of this RFP shall be in full compliance with the statutes and regulations of the State of Connecticut and include the Contract Provisions required by the State. Any portion of the contract determined to be in conflict with said statutes and/or regulations will be interpreted so as to be in compliance.
3. Proposals are subject to rejection in whole or part if they limit or modify any of the terms and conditions and/or specifications of the RFP or attachments.
4. The successful proposal shall comply with all applicable State of Connecticut and the Department policies including the SDE Ethics Policy. The successful proposer shall also comply with all federal and state statutes and regulations regarding the protection of all confidential data including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”).
5. All proposals submitted in response to this RFP become the property of the State of Connecticut, and are subject to the provisions of the Freedom of Information Act, Conn. Gen. Stat. §1-200 et seq. (See Section IX below.)
6. Any and all prices quoted in a proposal shall be valid for a period of 120 days from the due date of the proposal.
7. Any oral agreement between any agency or employee and a proposer shall be superseded by the written agreement.
8. The Department reserves the right to:
  - a. Amend, cancel or reissue this RFP;
  - b. Award in part; reject any and all proposals, in whole or in part;
  - c. Contract with one or more proposers for services;
  - d. Correct any and all inaccuracies due to clerical error in any contract awarded.

9. Proposer shall bear any and all costs incurred in responding to this RFP.
10. Any contract awarded is subject to contract compliance requirements mandated by §§ 4a-60, 4a-60a, and 46a-68j of the Connecticut General Statutes. The Department may require the Contractor to supply the following data to comply with State requirements:
  - a. The Contractor's success in implementing an affirmative action plan;
  - b. The Contractor's success in developing an apprenticeship program complying with §46a-68(a) to 46a-68(k) of the Connecticut General Statutes, inclusive;
  - c. The Contractors promise to develop and implement a successful affirmative action plan;
  - d. The Contractor's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises, where applicable. (See Conn. Gen. Stat. §4a-60g – 4a-60j.)
11. Any contract awarded shall be subject to and incorporate the Executive Orders of the Governor of the State of Connecticut, including those listed in Section 16 of Attachment F.
12. For all state contracts as defined in Connecticut General Statutes §9-612(g)(2) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment E and Section 15 of Attachment F.
13. The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Department.
14. The Department reserves the right to correct clerical or administrative errors that may be made during the evaluation of proposals or during the negotiation of the contract and to change the contract award accordingly. In addition, the Department reserves the right to re-evaluate proposals and the award of the contract in light of information either not previously known or otherwise not properly having been taken into account prior to contract award. This may include, in extreme situations, revoking the awarding of the contract already made to a firm and subsequently awarding the contract to another firm. Such action on the part of the Department shall not constitute a breach of contract since the contract with the initial firm would be deemed void and of no effect as if no contract ever existed between the Department and such firm. The Department may waive minor irregularities found in proposals or allow the proposer to correct them, depending upon which is in the best interest of the State. "Minor irregularities" means typographical errors, informalities that are matters of form rather than substance and evident from the proposal itself, and insignificant mistakes that can be waived or corrected without prejudice to other proposers as determined in the discretion of the Department.

### **VIII. INSURANCE**

A Certificate of Insurance ("Certificate"), certifying that the contractor carries Commercial General Liability insurance. An original Certificate shall be submitted to the Department prior to commencement of work. The Certificate shall provide evidence of coverage in the amount of \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises



Liability, Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If an aggregate limit applies, said limit shall apply separately to the project, or the general aggregate limit shall be twice the occurrence limit. Worker's Compensation and Employer's Liability is required and must meet statutory coverage requirements prescribed by the Worker's Compensation statutes of the State of Connecticut. The Employer's Liability coverage must provide minimum limits of \$100,000 each accident, \$500,000 Policy Disease Limit, \$100,000 each employee. Policies shall list the State of Connecticut, its officers, officials, employees, agents, Boards and Commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Department and the State of Connecticut. The contractor shall assume liability for any and all deductibles in any and all insurance policies. Contractor warrants that he/she will maintain in force all insurance coverage cited in this section while providing services to the Department. Contractor shall be required to provide proof of professional liability insurance and automobile insurance.

**IX. FREEDOM OF INFORMATION**

The Department is a public entity and its records including responses to this RFP, are public records. See Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(24). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. Conn. Gen. Stat. §1-210(b)(5). However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with § 1-210(b) of FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to FOIA. Firms should not require that their entire proposal (or a majority of the proposal) be confidential. Any submitted proposal, once execution of a contract is complete and any completed contract will be considered public information. The Department has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The contractor has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State of Connecticut or the Department have any liability for the disclosure of any documents or information in its possession which the Department believes are required to be disclosed pursuant to FOIA or other requirements of law.

**CONTRACT  
PROPOSAL**Connecticut Technical Education and  
Career System39 Woodland Street  
Hartford, CT 06105-2337**THIS FORM MUST BE  
RETURNED WITH  
PROPOSAL**

Please read carefully

RFP NUMBER <b>SDE</b>	DATE OF OPENING <b>July 1, 2020</b>	TIME OF OPENING <b>10:00 a.m.</b>	AMOUNT OF SURETY (if required) <b>- None -</b>	DATE ISSUED <b>May 22, 2020</b>
COMMODITY CLASS/SUBCLASS AND DESCRIPTION <b>Outside Labor Counsel</b>			PRE-BID SITE VISIT:	
CONTACT: <b>Kisha Richardson</b>		E-MAIL: <b>Kisha.Richardson@ct.gov</b>		
FOR <b>CSDE/ CTECS</b>			CONTRACT PERIOD: <b>To be determined</b>	

**REQUEST FOR PROPOSAL**

Pursuant to the provisions of Sections 4-8, 4-217 of the General Statutes of Connecticut as amended. SEALED PROPOSALS WILL BE RECEIVED by the Finance Department of CT Tech'l Educ and Career System for furnishing the services herein listed.

**AFFIRMATION OF PROPOSER**

The undersigned affirms and declares:

- That this proposal is executed and signed with full knowledge and acceptance of the provisions of the laws of the State of Connecticut, and the terms and conditions listed herein.
- That should any part of this proposal be accepted in writing by the Board within one hundred twenty (120) calendar days from the date of opening unless an earlier date for acceptance is specified in proposal schedule, said proposer will furnish and deliver the commodities and / or services for which this proposal is made, at the rates offered and fee schedule proposed, and in compliance with the provisions listed herein. Should award of any part of this proposal be delayed beyond the period of one hundred twenty (120) days or an earlier date specified in proposal schedule, such award shall be conditioned upon proposer's acceptance.

**PROPOSAL.** The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the services to the state agency or state agencies named in the proposal at the prices bid therein.

SIGNATURE WHEN PROPOSER IS AN INDIVIDUAL	TYPE OR PRINT NAME OF INDIVIDUAL		DOING BUSINESS AS (Trade Name)				
	BUSINESS ADDRESS	STREET	CITY	STATE	ZIP CODE		
	WRITTEN SIGNATURE OF INDIVIDUAL SIGNING THIS PROPOSAL		SOCIAL SECURITY NUMBER		DATE EXECUTED		
	TYPEWRITTEN NAME			TELEPHONE NUMBER			
SIGNATURE WHEN PROPOSER IS A FIRM	NAME (Type or print names of all partners)		TITLE	NAME	TITLE		
	NAME		TITLE	NAME	TITLE		
	DOING BUSINESS AS (Trade Name)		BUSINESS ADDRESS	STREET	CITY	STATE	ZIP CODE
	WRITTEN SIGNATURE OF PARTNER SIGNING THIS PROPOSAL		F.E.I. NUMBER		DATE EXECUTED		
	TYPEWRITTEN NAME			TELEPHONE NUMBER			
SIGNATURE WHEN PROPOSER IS A CORPORATION	FULL NAME OF CORPORATION				INCORPORATED IN WHAT STATE		
	BUSINESS ADDRESS	STREET	CITY	STATE	ZIP CODE	F.E.I. NUMBER	
	PRESIDENT		SECRETARY		TREASURER		
	WRITTEN SIGNATURE OF CORPORATE OFFICIAL OR PERSON DULY AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE CORPORATION				TITLE		
	TYPEWRITTEN NAME			TELEPHONE NUMBER		DATE EXECUTED	
FOR ALL PROPOSERS	NAME AND TITLE OF INDIVIDUAL TO CONTACT CONCERNING THE PROPOSAL			E-MAIL	TELEPHONE		



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

**CHECK ONE:**     Initial Certification     12 Month Anniversary Update (Multi-year contracts only.)  
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

### GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

**Lawful Campaign Contributions to Candidates for the General Assembly:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

Subscribed and acknowledged before me this        day of        , 20

\_\_\_\_\_  
Commissioner of the Superior Court (or Notary Public)

\_\_\_\_\_  
My Commission Expires





STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

Is the consultant a former State employee or former public official? [ ] YES [ ] NO

If YES: Name of Former State Agency Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Commissioner of the Superior Court or Notary Public

My Commission Expires



# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

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## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

### *Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents*

This notice is provided under the authority of Connecticut General Statutes § 9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### **CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### **DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### **PENALTIES FOR VIOLATIONS**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### **CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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## DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax return of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. “Solicit” does not include (i) making a contribution that is otherwise permitted under this chapter, (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



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## ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE (mm/dd/yyyy)

### NAME OF SIGNER

First Name	MI	Last Name	Suffix

### TITLE

### COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,

[www.ct.gov/seec](http://www.ct.gov/seec)

Click on the link to "Lobbyist/Contractor Limitations"

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## ATTACHMENT F

### PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CONNECTICUT STATE BOARD OF EDUCATION ON BEHALF OF CONNECTICUT TECHNICAL EDUCATION AND CAREER SYSTEM AND

This Agreement is made by and between the CONNECTICUT STATE BOARD OF EDUCATION on behalf of the Connecticut Technical Education and Career System through the Connecticut State Department of Education, (hereinafter collectively referred to as the "BOARD") duly authorized pursuant to Sections 4-5, 4-8 and 10-95 of the Connecticut General Statutes, with an office at 450 Columbus Blvd, Hartford, CT 06103 and \_\_\_\_\_, acting by \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR").

In consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

#### **SECTION 1: SCOPE OF SERVICES**

The services to be performed by the CONTRACTOR shall consist of the following, collectively referred to as "Services:"

- 1.1 Assist the BOARD with all phases of collective bargaining including but not limited to preparation, gathering of pertinent information, development of proposals, training and meeting with the negotiation teams, development of coordinated bargaining strategies and representing the BOARD in all aspects of negotiations with both the teachers' and administrators' unions;
- 1.2 Consult with and make recommendations to the BOARD on matters relating to collective bargaining issues generally and in relation to CTECS' anticipated separation into a separate state agency;
- 1.3 Review, analyze, investigate, conduct research and provide written memoranda necessary to carry out services;
- 1.4 Hire expert witnesses, consultants, mediators and investigators as may be reasonably and necessarily required and approved in advance by the BOARD.
  - a) In requesting approval, the CONTRACTOR must include the following information:
    - i. Why it is necessary to hire a subcontractor;
    - ii. How the proposed subcontractor was selected;
    - iii. Proposed rates and reimbursements for the subcontractor; and
    - iv. Comparison of these rates to those of other qualified subcontractors.
  - b) Subcontracts or agreements must include terms which are substantially similar to the billing terms in the Compensation and Reimbursement Section of this Agreement.

- c) The CONTRACTOR'S bills for subcontracted work must include full detailed itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation.
- 1.5 Negotiate and/or engage in mediation and/or arbitration, with the approval of the BOARD, with any and/or all parties necessary to carry out said Services;
- 1.6 Provide all necessary paralegal and clerical support to carry out said Services; and
- 1.7 Perform all tasks for said Services under this Agreement in coordination with the BOARD.

**SECTION 2: AGREEMENT ADMINISTRATION**

2.1 The person in charge of administering this Agreement on behalf of the BOARD is \_\_\_\_\_ and his/her successors in office, whose contact information is as follows:

Connecticut Technical Education and Career System  
 39 Woodland Street  
 Hartford, CT 06105

2.2 The person in charge of administering this Agreement on behalf of the CONTRACTOR is: \_\_\_\_\_, whose contact information is as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

2.3 The professional staff members of the CONTRACTOR primarily responsible for the performance of this Agreement are \_\_\_\_\_. The CONTRACTOR may not change these individuals without the prior written consent of the BOARD.

2.4 Within seven (7) days after receiving a request by the BOARD, the CONTRACTOR shall remove from assignment to this Agreement any specified professional or other staff member and, at the BOARD'S request, shall augment the remaining staff with such other staff member(s) as is acceptable to the BOARD.

**SECTION 3: COMPENSATION AND REIMBURSEMENT**

3.1 The BOARD agrees to compensate the CONTRACTOR for Services in accordance with the rate schedule provided in Section 3.1.a. below or as otherwise agreed in accordance with Section 3.1.b. Compensation shall not exceed \$[to be added upon completion of negotiations] for the initial term of this Agreement.

- a) Rate Schedules:
  - i. Hourly Rates

<u>Position</u>	<u>Hourly Rate</u>
Partner	\$
Associate	\$
Paralegal	\$

The above hourly rates shall be charged only for actual time spent rendering the Services; the CONTRACTOR shall not “round off” time. The time spent rendering Services shall be billed to the tenth part of an hour.

- ii. The BOARD shall not be charged for any other time expended by the CONTRACTOR during travel, overnight stays, or the like associated with the performance of the Services, except as provided in Section 3.4 below.

*b) Alternative Fee Arrangements: [optional]*

*Upon a determination by the \_\_\_\_\_ that an alternative fee arrangement (“AFA”) for specified Services will be more advantageous to the \_\_\_\_\_ and the CONTRACTOR may agree to such AFA for a specified Service, provided that no such AFA may be agreed to between the \_\_\_\_\_ and the CONTRACTOR unless the agreement is in writing, for each specific assignment, and approved in advance by the BOARD. AFAS may include, but are not limited to, a fixed fee, a not to exceed fee, a blended hourly rate, a volume discount or other arrangement.*

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the BOARD. Billings are to be on a monthly basis. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, the name and position of the person(s) rendering the Service and the rate charged for that Service. The monthly bill must also be accompanied by a summary of time and charges billed for each attorney and paralegal itemized on the invoice. Upon the request of the BOARD, the CONTRACTOR shall submit a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The BOARD or its designee may, prior to authorizing payment under this Section, require the CONTRACTOR to submit such additional accounting and information as he deems to be necessary or appropriate. The CONTRACTOR shall not be compensated for any time spent preparing any billing documentation including, but not limited to such documentation and accompanying memoranda required by this Section and the Status Reports and Records Section of this Agreement. **All bills must be sent to Connecticut Technical Education and Career System, 39 Woodland Street, Hartford, CT 06105.**

3.3 Within twenty (20) days of receiving a request for the provision of Services hereunder, the CONTRACTOR shall submit to the BOARD for approval a detailed projected plan and budget containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the Services expected to be performed, an estimate of the cost of the work broken down into the various phases of the Services, with a total cost not to exceed the maximum amount of this Agreement, and an estimate of the time required to successfully complete the Services. Prior to effecting, undertaking or initiating a material change in the Services, or upon having reason to believe that the Services or any portion of the Services cannot be completed within the amount budgeted

for the Services or that portion of the Services, the CONTRACTOR shall submit to the BOARD for approval a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the maximum compensation set out in this Section, the CONTRACTOR shall consult with the BOARD or its designee, for the purpose of: (i) revising the Services; (ii) revising the maximum compensation amount; (iii) revising the billing rates; (iv) agreeing on some combination thereof; or (v) agreeing on other action permitted under this Agreement or any agreed-upon amendment. The BOARD in its sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The CONTRACTOR will not be compensated for the preparation, amendment, or modification of the projected plan and budget.

- 3.4 The BOARD agrees to reimburse the CONTRACTOR for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, computerized research (at cost), commercial messenger and delivery services (at cost), expert witnesses, consultants, mediators, investigative services, long distance telephone calls, and transcript or deposition costs. The BOARD shall not reimburse the CONTRACTOR for any overhead-related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, library staff, proofreading staff, meals and in-state transportation costs or expenses unless they are otherwise approved by the BOARD. The CONTRACTOR shall be reimbursed for reasonable expenses for transportation, parking as approved in advance by the BOARD. Reimbursable interstate travel shall not include travel to meet with staff of the BOARD, and all such meetings shall be conducted in Hartford, Connecticut, unless otherwise specified by the BOARD.
- 3.5 The CONTRACTOR shall not be compensated for time spent on background or elementary legal research, particularly in areas where the CONTRACTOR has represented that it has experience and expertise, nor for any legal training, without the prior written consent of the BOARD. Charges for legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Any written material produced as a result of such research shall be available to the BOARD or its designee at on or before the third business day following the date of the written request. The BOARD shall have the final decision in all disputes between the parties to this Agreement under this subsection.
- 3.6 The CONTRACTOR shall not be compensated for time spent in consultation with any employee of the BOARD concerning the administration of this Agreement and/or issues relating to billing. Unless otherwise authorized by the BOARD, compensation for communication between or among attorneys and/or staff within the CONTRACTOR'S firm is limited to the time and billing rate of the most senior attorney or staff member participating in the communication. Invoices for these charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The BOARD shall make the final determination, in its sole discretion, as to the adequacy of such description.
- 3.7 Absent the consent of the BOARD, the CONTRACTOR shall not be compensated for the attendance or participation of more than one attorney representing the BOARD at or during any meeting, conference or proceeding, in person or otherwise, in any forum, in connection with performing the Services. Where more than one attorney has attended or participated in any such meeting, conference or proceeding without the consent of the

BOARD or its designee, the CONTRACTOR shall be compensated only for the time of the most senior attorney in attendance or participating.

- 3.8 The CONTRACTOR shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of example and not limitation, routine proofreading of documents and other correspondence, preparation of arbitration binders or notebooks, photocopying and coordinating the schedules of others.
- 3.9 The BOARD shall approve for payment all undisputed fees and costs as soon as the documentation can properly be processed in accordance with usual State practice.
- 3.10 Maximum payments under this Agreement shall not exceed \_\_\_\_\_ dollars (\$).
- 3.11 The BOARD shall have the right, without the need of prior notice to the CONTRACTOR, to assign the performance of some aspect of the Services to an attorney in the legal division of the BOARD where the BOARD, in its sole discretion, finds that such an assignment would best serve the interests of the State of Connecticut. This assignment shall not be deemed to be a breach of contract by the BOARD.
- 3.12 Compensation and reimbursement provided under this Section constitutes full and complete payment for all costs and expenses incurred or assumed by the CONTRACTOR in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the BOARD without the prior written approval of the BOARD.

#### **SECTION 4: TERMINATION**

- 4.1 Notwithstanding any provisions in this Agreement, the BOARD, through a duly authorized employee, may terminate the Agreement whenever the BOARD makes a written determination that such termination is in the best interests of the State. The BOARD shall notify the CONTRACTOR in writing of termination pursuant to this Section, which notice shall specify the effective date of termination and the extent to which the CONTRACTOR must complete performance of the Services prior to such date.
- 4.2 In the case of any termination, the BOARD shall, within forty-five (45) days of final billing after the effective date of termination, pay the CONTRACTOR for its performance rendered and accepted by the BOARD, in addition to all actual and reasonable costs incurred after notice of termination in completing those portions of the Services which the CONTRACTOR was required to complete by the notice. However, the CONTRACTOR is not entitled to receive and the BOARD is not obligated to tender to the CONTRACTOR any payments for anticipated or lost profits.
- 4.3 Upon termination of the Agreement, for any reason, including the expiration of this contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.

- 4.4 Termination of the Agreement pursuant to this Section shall not be deemed to be a breach of contract by the BOARD.
- 4.5 Upon receipt of written notification from the BOARD of termination or expiration of this contract, the CONTRACTOR shall immediately cease to perform the Services unless otherwise directed by the BOARD or to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The Records, as that term is defined in the Indemnification section of this Agreement, are deemed to be the property of the State. The CONTRACTOR shall assemble and deliver to the BOARD all Records in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall transmit the same to the BOARD as soon as possible in a non-proprietary format no later than the fifteenth day following the receipt of the above-written notice, together with a detailed hourly description of the Services performed and expenses reasonably incurred.
- 4.6 The CONTRACTOR, on sixty (60) days' prior written notice to the BOARD, may terminate this Agreement.
- 4.7 If the CONTRACTOR terminates this Agreement, the CONTRACTOR shall not be entitled to any compensation for Services that are rendered or payment for expenses that are incurred subsequent to the effective date of termination.

#### **SECTION 5: TIME OF PERFORMANCE**

- 5.1 The CONTRACTOR shall perform the Services at such times and in such sequence as may be reasonably directed by the BOARD.
- 5.2 This Agreement will run from its effective date until the tasks defined and confirmed as set forth in Section 1 of this Agreement are performed or completed to the satisfaction of the BOARD, or unless sooner terminated in accordance with the Termination section of this Agreement, but in no event beyond \_\_\_\_ (#) years with an option to extend, by mutual consent, for one additional one (1) year period for a total of \_\_ (#) years, unless otherwise amended.

#### **SECTION 6: SETOFF**

In addition to all other remedies that the BOARD may have, the BOARD, in its sole discretion, may setoff (i) any costs or expenses that the State incurs resulting from the CONTRACTOR'S unexcused non-performance under the Agreement and under any other agreement or arrangement that the CONTRACTOR has with the State and (ii) any other amounts that are due or may become due from the State to the CONTRACTOR, against amounts otherwise due or that may become due to the CONTRACTOR under the Agreement, or under any other agreement or arrangement that the CONTRACTOR has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the CONTRACTOR'S breach of the Agreement, all of which shall survive any setoffs by the State.

#### **SECTION 7: CROSS DEFAULT**



- 7.1 If the CONTRACTOR breaches, defaults or in any way fails to perform satisfactorily under the Agreement, then the BOARD may, in its sole discretion, without more and without any action whatsoever required of the BOARD, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements (“Other Agreements”) that the CONTRACTOR has with the BOARD. Accordingly, the BOARD may then exercise at its sole option any and all of its rights or remedies provided for in the Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the BOARD, as if the CONTRACTOR had suffered a breach, default or failure to perform under the Other Agreements.
- 7.2 If the CONTRACTOR breaches, defaults or in any way fails to perform satisfactorily under any or all Other Agreements with the BOARD or the State, then the BOARD may, in its sole discretion, without more and without any action whatsoever required of the BOARD, treat any such event as a breach, default or failure to perform under the Agreement. Accordingly, the BOARD may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the BOARD or the State, as if the CONTRACTOR had suffered a breach, default or failure to perform under the Agreement.

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

- 8.1 The CONTRACTOR represents and warrants to the BOARD for itself and for the Contractor Agents, as defined in the Indemnification Section of this Agreement, as applicable, that:
- a) The CONTRACTOR is duly and validly existing under the laws of its state of organization and is authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, it has taken all necessary action to authorize the execution, delivery and performance of the proposal and the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;
  - b) It will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations under and pursuant to the Agreement, including, but not limited to Connecticut General Statutes Title 1, Chapter 10, concerning the State’s Codes of Ethics;
  - c) The execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or the State; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
  - d) It is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
  - e) The CONTRACTOR and Contractor Agents have not, within the three (3) years preceding the Agreement, in any of their current or former jobs, been convicted of, or

had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- f) The CONTRACTOR and Contractor Agents are not presently indicted or, to the best of their knowledge, under investigation for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g) The CONTRACTOR and Contractor Agents have not within the three (3) years preceding the Agreement had one or more contracts with any governmental entity terminated for cause;
- h) To the best of its knowledge, there are no Claims, as defined in the Indemnification Section of this Agreement, involving the CONTRACTOR that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement;
- i) It shall disclose, to the best of its knowledge, to the BOARD in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims;
- j) Its participation in the request for proposal process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- k) The proposal was not made in connection or concert with any other person, entity or proposer submitting a proposal and is in all respects fair and without collusion or fraud;
- l) It has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- m) It owes no past due unemployment compensation contributions;
- n) It is not delinquent in the payment of any taxes owed to the State of Connecticut.
- o) It shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The CONTRACTOR shall keep all confidential or privileged the Records in secured areas and shall take reasonable precautions to protect the Records from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.
- p) During the course of this Agreement, the CONTRACTOR shall not represent any other client if such representation will materially affect its duties or obligations to the State of Connecticut or the BOARD or create an appearance of impropriety.

- q) The CONTRACTOR will not knowingly enter into or retain any business relationships or enterprise in which an employee of the BOARD holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the BOARD.

## **SECTION 9: STATUS REPORTS AND RECORDS**

- 9.1 Upon written or oral request by the BOARD or its designee, the CONTRACTOR will promptly report on the status of the Services performed, including, but not limited to, problems, strategy, analysis and the like.
- 9.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.
- 9.3 The CONTRACTOR, upon the request of the BOARD or its designee, shall give to the BOARD or its designee all original documentation, or, in the sole discretion of the BOARD or its designee, copies thereof, filed in the course of, or arising out of, the CONTRACTOR'S performance of the Services. The CONTRACTOR shall otherwise maintain all original documentation, or copies thereof in the manner specified in the Representations and Warranties section of this Agreement, for a period of at least six (6) years after the termination of this Agreement.

## **SECTION 10: INSURANCE**

- 10.1 Before commencing performance of the Services, the CONTRACTOR shall obtain and maintain at its own cost and expense for the duration of the Agreement, the following insurance:
  - a) Commercial General Liability: One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.
  - b) Automobile Liability: One million dollars (\$1,000,000) combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the COUNSEL does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required. If a vehicle is not used in the performance of the Services, then automobile coverage is not required.
  - c) Workers' Compensation and Employers Liability: Coverage in compliance with applicable workers compensation laws. Coverage shall include Employer's Liability with minimum limits of one hundred thousand dollars (\$100,000) each accident, five hundred thousand dollars (\$500,000) Disease – Policy limit, one hundred thousand dollars (\$100,000) each employee.
  - d) Professional Liability: The CONTRACTOR shall secure and maintain, at no cost or expense to the BOARD, a professional liability insurance policy in a form acceptable to the BOARD in the minimum amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) with a deductible not to exceed \_\_\_\_\_ (\$\_\_\_\_\_). This policy shall insure the

CONTRACTOR against damages and costs resulting from negligent acts, errors, and omissions in the work performed by the CONTRACTOR on and after the effective date of, and under the terms of, this Agreement. The CONTRACTOR may, at its election, obtain a policy containing a maximum \_\_\_\_\_ dollars (\$\_\_\_\_\_) deductible clause, but if so, the CONTRACTOR shall be liable, as stated above herein, to the extent of the deductible amount.

- 10.2 No later than thirty (30) days after the effective date of this Agreement, the CONTRACTOR shall furnish to the BOARD, on a form or forms acceptable to the BOARD, a Certificate of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the BOARD for the insurance policy or policies required in the Status Reports and Records Section of this Agreement, which policy or policies shall be in accordance with the terms of the Certificate of Insurance.

#### **SECTION 11: INDEMNIFICATION**

- 11.1 The CONTRACTOR shall indemnify, defend and hold harmless the BOARD and/or State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims, as defined below, arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the CONTRACTOR or Contractor Agents, as defined below; and (2) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The CONTRACTOR shall use attorneys and contractors reasonably acceptable to the BOARD in carrying out its obligations under this Section. The CONTRACTOR'S obligations under this Section to indemnify, defend and hold harmless the BOARD and/or State against Claims includes Claims concerning the confidentiality of any part or all of the proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of the Agreement.
- 11.2 The CONTRACTOR shall reimburse the BOARD and/or State for any and all damages to the real or personal property of the State caused by the Acts of the CONTRACTOR or any Contractor Agents. The BOARD shall give the CONTRACTOR reasonable notice of any such Claims.
- 11.3 The CONTRACTOR'S duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the CONTRACTOR is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the BOARD and/or State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- 11.4 The rights provided in this Section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- 11.5 This section shall survive the Termination, Cancellation or Expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

- 11.6 The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- 11.7 The term "Contractor Agents" means the CONTRACTOR'S members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the CONTRACTOR is in privity of oral or written contract and whom the CONTRACTOR intends to perform services under the Agreement in any capacity.
- 11.8 The term "Records" means all working papers and such other information and materials as may have been accumulated by the CONTRACTOR or Contractor Agents in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- 11.9 The CONTRACTOR shall not use, raise, or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any Claims against the CONTRACTOR arising out of the work performed under this Agreement, or as a defense in any Claims, unless specifically authorized to do so in writing by the BOARD or its designee.

#### **SECTION 12: CHANGES TO THIS AGREEMENT**

Any and all amendments, changes, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, must be in writing and executed by all the parties to this Agreement in order to be enforceable.

#### **SECTION 13: REQUIRED PERSONNEL/OFFICE**

- 13.1 On or before the effective date of this Agreement, the CONTRACTOR shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense (i) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and (ii) such equipment as are reasonably necessary or appropriate to fully perform the Services to the satisfaction of the BOARD.
- 13.2 The personnel shall not be employees of or have any contractual relationship with the BOARD.
- 13.3 All the Services shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under law to perform the applicable Services.

#### **SECTION 14: NONDISCRIMINATION**

- 14.1 a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;

- iii. "CONTRACTOR" and "contractor" include any successors or assigns of the CONTRACTOR or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and
- x. "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or a quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- b) (1) The CONTRACTOR agrees and warrants that in the performance of the Contract such CONTRACTOR will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited

to, blindness, unless it is shown by such CONTRACTOR that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the CONTRACTOR further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the CONTRACTOR that such disability prevents performance of the work involved; (2) the CONTRACTOR agrees, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the CONTRACTOR agrees to provide each labor union or representative of workers with which the CONTRACTOR has a collective bargaining Agreement or other contract or understanding and each vendor with which the CONTRACTOR has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the CONTRACTOR's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the CONTRACTOR agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; and (5) the CONTRACTOR agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the CONTRACTOR as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the CONTRACTOR agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- c) Determination of the CONTRACTOR's good faith efforts shall include, but shall not be limited to, the following factors: The CONTRACTOR's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The CONTRACTOR shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The CONTRACTOR shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The CONTRACTOR shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided if such CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the

CONTRACTOR may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f) The CONTRACTOR agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g) (1) The CONTRACTOR agrees and warrants that in the performance of the Contract such CONTRACTOR will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the CONTRACTOR agrees to provide each labor union or representative of workers with which such CONTRACTOR has a collective bargaining Agreement or other contract or understanding and each vendor with which such CONTRACTOR has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the CONTRACTOR's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the CONTRACTOR agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the CONTRACTOR agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the CONTRACTOR which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.
- h) The CONTRACTOR shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The CONTRACTOR shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided, if such CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the CONTRACTOR may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

## **SECTION 15: CAMPAIGN CONTRIBUTIONS**

For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of fifty thousand dollars (\$50,000) or more or a combination or series of such agreements or contracts having a value of one hundred thousand dollars (\$100,000) or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and



Prospective State Contractors of Campaign Contribution and Solicitation Limitations,” attached hereto as Exhibit 1 of this Agreement.

## **SECTION 16: APPLICABLE EXECUTIVE ORDERS OF THE GOVERNOR**

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the CONTRACTOR'S request, the BOARD shall provide a copy of these orders to the CONTRACTOR.

## **SECTION 17: CONFIDENTIALITY**

- 17.1 All of the reports, information, data, and other papers and materials, in whatever form, prepared or assembled by the CONTRACTOR under this Agreement are confidential, and the CONTRACTOR shall not make them available to any individual or organization, other than in connection with the performance of those duties and responsibilities, without the prior written approval of the BOARD or its designee.
- 17.2 The BOARD will afford due regard to any request of the CONTRACTOR for the protection of proprietary or confidential information which the BOARD receives from the CONTRACTOR. However, all materials associated with the Agreement are subject to the terms of the Connecticut Freedom of Information Act (“FOIA”) and all corresponding rules, regulations and interpretations. In making such a request, the CONTRACTOR may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the CONTRACTOR believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the CONTRACTOR that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Agreement, especially including the Records, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply and the conflicting provision or part shall not be given effect. The BOARD shall not have any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The CONTRACTOR shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the BOARD or the State have any liability for the disclosure of any documents or information in its possession which the BOARD believes are required to be

disclosed pursuant to the FOIA or other requirements of law.

**SECTION 18: MISCELLANEOUS**

- 18.1 The sole and exclusive means for the presentation of any Claim, as defined in the Indemnification Section of this Agreement, against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State). The CONTRACTOR shall not initiate any legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
- 18.2 The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that Chapter 53 of the Connecticut General Statutes does not apply and to the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The CONTRACTOR waives any objection which it may now have or will have to the laying of venue of any Claims, as defined in the Indemnification Section of this Agreement, in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- 18.3 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.
- 18.4 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements relating to the Services and reached by the parties prior to the effective date of this Agreement, whether oral or written.
- 18.5 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.
- 18.6 The BOARD and the CONTRACTOR shall not be excused from their obligation to perform in accordance with the Agreement except in the case of force majeure events and as otherwise provided for in the Agreement. In the case of any such exception, the non-performing or delaying party shall be diligent in attempting to remove any such cause and shall promptly notify the other party of the extent and probable duration of such delay or nonperformance. "Force majeure events" include, but are not limited to natural disasters, hurricanes, floods, earthquakes, severe weather conditions, acts of war or terrorism, threats of terrorism, bomb threats, civil disorder, riots, labor troubles unrelated to the CONTRACTOR, fire not caused by the CONTRACTOR, disease or pandemic, epidemic or outbreaks, power outages, gas leaks, curtailment of transportation preventing or delaying attendance of required meeting participants, governmental rule, regulation, decree or executive order, and any other events or circumstances not within the

reasonable control of the party affected, whether similar or dissimilar to any of the foregoing events.

- 18.7 The CONTRACTOR shall not refer to services provided to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the BOARD'S prior written approval.
- 18.8 The CONTRACTOR shall notify the BOARD in writing no later than ten (10) days from the effective date of any change in (i) its certificate of incorporation or other organizational document, or (ii) a controlling interest in the ownership of the CONTRACTOR. No such change shall relieve the CONTRACTOR of any responsibility for the accuracy and completeness of the performance. The CONTRACTOR shall deliver such documents to the BOARD in accordance with the terms of the BOARD'S written request. The BOARD may also require, and the CONTRACTOR shall deliver, a financial statement showing that solvency of the CONTRACTOR is maintained.
- 18.9 The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.
- 18.10 The CONTRACTOR shall maintain accurate Records and shall make all of the Records available at all reasonable hours for audit and inspection by the State. This includes, but is not limited to accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in the Representations and Warranties Section, and made available for at least six years after the termination of this Agreement and shall be made available and furnished upon request to the BOARD or its designee on or before the tenth business day following the date of the written request. The CONTRACTOR will cooperate fully with any and all audit or review of billing by the BOARD or any other agency, person, or entity acting on behalf of the BOARD or the State, and shall, upon request, provide billing in a format which will facilitate audit or review.
- 18.11 The CONTRACTOR shall continue to perform its obligations under the Agreement while any dispute concerning the Agreement is being resolved.
- 18.12 The CONTRACTOR shall be responsible for the entire performance under the Agreement. The CONTRACTOR shall be the sole point of contact concerning the management of the Agreement, including performance and payment issues. The CONTRACTOR is solely and completely responsible for adherence by the Contractor Agents to all applicable provisions of the Agreement.
- 18.13 The waiver of a term or condition by the BOARD or its designee shall not (i) entitle the CONTRACTOR to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the BOARD or any State department or agency not already in the Agreement, as amended, modified or superseded; or (iii) subject the BOARD or the State of Connecticut or any department or agency thereof to any Claims.

- 18.14 If a disagreement arises between the parties to this Agreement as to whether or not the CONTRACTOR has or may in the foreseeable future have a conflict of interest or there exists or may exist in the foreseeable future an appearance of impropriety, the BOARD'S determination shall be final and dispositive of the issue. Where the BOARD determines that the CONTRACTOR'S representation of any client constitutes a conflict of interest, or creates an appearance of impropriety, the CONTRACTOR shall, within five (5) days of the posting of notice by the BOARD or its designee to the CONTRACTOR, withdraw from the representation of the client, unless such a withdrawal is barred by law or order of a court of competent jurisdiction or the BOARD waives such conflict. Nothing in this subsection shall be construed as restricting or otherwise limiting the CONTRACTOR'S rights under the Termination Section of this Agreement.
- 18.15 Unless the BOARD designates otherwise in writing, all Records generated or collected by the CONTRACTOR, the Contractor's Agent or any subcontractor, in the scope of their work under this Agreement are the exclusive property of the State of Connecticut and no one else shall have any right, including but not limited to, intellectual property, copyright and trademark rights, in those Records.
- 18.16 The CONTRACTOR acknowledges that the BOARD has relied upon all of the CONTRACTOR'S representations in its proposal, submitted in response to the BOARD'S Request for Proposals concerning this matter and all subsequent information supplied to the BOARD in writing thereafter, as the basis for entering into this Agreement with the CONTRACTOR. Any material misrepresentation, omission, mistake or error in those submittals shall be deemed to be a breach of this Agreement, which the BOARD may, in its sole discretion, waive or afford the CONTRACTOR the opportunity to cure in accordance with the written notice of such breach sent to the CONTRACTOR.
- 18.17 References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.
- 18.18 The parties acknowledge and agree that nothing in the BOARD'S request for proposals or the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this Section conflicts with any other section, this Section shall govern.
- 18.19 Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any express delivery service, in either case addressed to the persons identified in the Agreement Administration Section of this Agreement, or in each case to such other person and/or address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Agreement (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested, or, placed with a recognized, express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the BOARD:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

If to the CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

18.20 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

18.21 Time is of the essence in this Agreement.

18.22 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

18.23 The State of Connecticut shall assume no liability for payment of services under the terms of this Agreement until the CONTRACTOR is notified that this Agreement has been accepted by the BOARD, the Attorney General of the State of Connecticut and, if applicable, approved by the Office of Policy and Management (OPM).

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement.

**For the CONTRACTOR:**

\_\_\_\_\_  
Date By: \_\_\_\_\_

**For the BOARD:**

\_\_\_\_\_  
Date By: \_\_\_\_\_

**For the ATTORNEY GENERAL:**

\_\_\_\_\_  
Date By: \_\_\_\_\_

